

**NOTICE INVITATION
REQUEST FOR PROPOSAL RFP #CS022024**

The East Texas Behavioral HealthCare Network (ETBHN) announces the release of a Request for Proposal (RFP) for Crisis On Demand Telemedicine Psychiatric Services. Qualified providers are invited to submit their proposals for consideration. This RFP aims to find a telemedicine provider capable of providing high-quality, accessible crisis on demand psychiatric services as detailed in the RFP documentation.

Important Dates:

- **Proposal Posting Date:** Friday, February 2, 2024
- **Proposal Submission Deadline:** Friday, March 1, 2024
- **Anticipated Award Date:** March 29, 2024
- **Anticipated Start Date:** May 1, 2024

RFP Details: Interested bidders can visit the ETBHN website at www.etbhn.org for full RFP details and submission requirements. For direct inquiries, please contact Pamela Daniel, Telemedicine Manager, at pamelad@etbhn.org.

Proposal Submission Procedure:

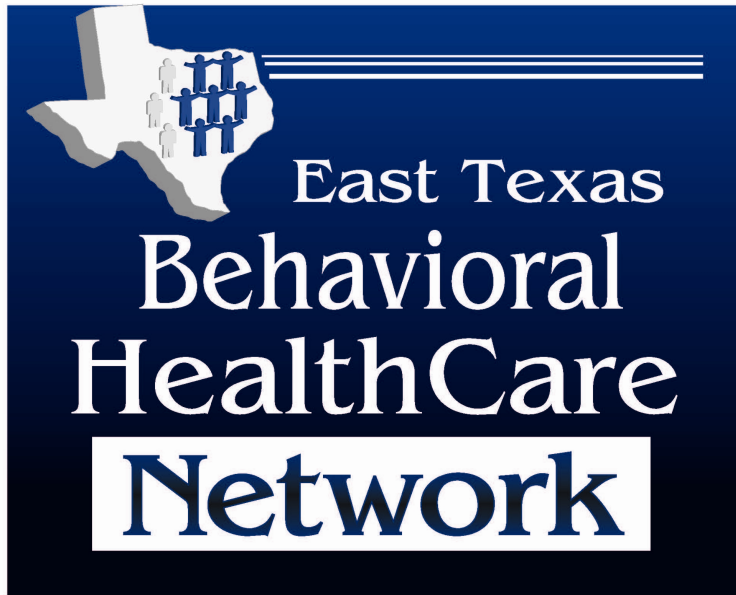
- **Proposal Deadline:** Proposals must be submitted no later than Friday, March 1, 2024, by 4 p.m.
- **Submissions:** Proposals should be emailed to ETBHN: rfp@etbhn.org.
- **Signed Proposals:** Ensure the original proposal is signed in ink, or electronically signed.

Proposal Questions:

- Bidders seeking additional information about the RFP or ETBHN operations should contact Pamela Daniel via email at pamelad@etbhn.org, no later than February 16, 2024.
- It is the responder's sole responsibility to review the ETBHN website at www.etbhn.org, under the procurement portal tab, for all relevant documents before the RFP due date.
- Answers to frequently asked questions will be updated on the website as needed.

Disclosure Notice: In accepting proposals, ETBHN reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the action, which it deems to be in the best interest of ETBHN and is not obligated to accept the lowest cost proposal. ETBHN will not pay for any costs incurred by Responders in the preparation and/or submission of a proposal. Furthermore, the RFP does not obligate ETBHN to accept or contract for any expressed or implied services. Following the contract award, the contents of all proposals may be made available upon written request. If your proposal contains proprietary information, please clearly indicate this in the submission. However, be advised that such information may still be subject to disclosure under the Public Information Act, depending on opinions from the Attorney General's office.

ETBHN appreciates your time and effort in preparing this proposal. All proposals must be received at the specified location identified in RFP #CS022024 on or before the specified Submission Deadline. The official time shall be determined by the time/date email response is received. Proposals received after above date and time shall be opened.



**REQUEST FOR PROPOSAL (RFP)
RFP # CS022024**

Crisis On Demand Telemedicine Psychiatric Services

**East Texas Behavioral Healthcare Network (ETBHN)
2001 S. Medford Drive
Lufkin, TX 75901**

Issue Date: February 2, 2024
Due Date: March 1, 2024

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I. Background

East Texas Behavioral Healthcare Network (ETBHN) is a consortium operating under an Inter-Local Agreement between eleven Community Mental Health, Substance Abuse, and Intellectual Developmental Disorder centers. Established in 1998, ETBHN was founded as a visionary response to the burgeoning needs of mental health and developmental disability services across the region. It represents a collaborative effort to enhance care delivery and operational efficiency in a rapidly evolving healthcare landscape. The member centers are ACCESS, Andrews, Bluebonnet Trails, Burke, Community Healthcare, Gulf Bend, Gulf Coast, Lakes Regional Community, Pecan Valley, Spindletop, and Tri-County. Each center brings its unique strengths and community connections to the network, fostering a comprehensive approach to behavioral healthcare. As the service landscape continues to shift, ETBHN remains committed to adapting and evolving to meet the changing needs of the centers it serves and, more importantly, the clients depending on these critical services.

II. Purpose

The primary purpose of this Request for Proposal (RFP) is to solicit proposals from qualified telemedicine providers for the full acquisition of the On Demand Crisis services currently administered by the East Texas Behavioral Healthcare Network (ETBHN). This strategic initiative is aimed at ensuring the continued provision of high-quality, efficient, and accessible mental health services across our contracted service locations, at the same or similar pricing and pricing structure for a mutually agreed upon amount of time. The RFP seeks to identify a telemedicine provider with the requisite expertise, infrastructure, and innovative approach to seamlessly continue the same level of services provided by ETBHN. The respondent will assume responsibility of continuing contracting with ETBHN On Demand Crisis Service locations if they so choose. The goal is to maintain service continuity, uphold the quality of care, and ensure a smooth transition for both staff and the clients we serve.

Through this RFP, ETBHN is committed to finding a partner that shares our dedication to excellence and our commitment to the fellow community mental health organizations.

III. Scope of Service

Responder shall:

Assure that psychiatric prescribers meet all standards for licensure, credentialing, and training according to local, state and national requirements as applicable,

Assure that each psychiatric prescriber is trained on all billing, coding, and documentation for each electronic health record, for each service location to meet reimbursement requirements and for security and privacy of personal health information in accordance with the Health Insurance Portability and Accountability Act (HIPAA),

Provide policies and procedures that address all aspects of administrative, clinical and technical components regarding the provision of telemedicine and shall keep the policies and procedures updated on an annual basis or more often as needed,

Provide a systematic quality improvement and performance management process that complies with any organizational, regulatory or accrediting requirements for outcomes management,

Comply with specific consents to treat and for medication administration that apply to the area of mental health, including procedures for obtaining and sharing consents for mental health treatment and services between tele psychiatry providers and organizations,

Ensure that the standard of care delivered via telemedicine is equivalent to any other type of care that can be delivered to the individual, considering the specific context, location and timing, and relative availability of in-person care,

Be responsible for maintaining professional discipline and clinical practice guidelines in the delivery of care in the telemedicine setting, recognizing that certain modifications may need to be made to accommodate specific circumstances,

Provide and maintain adequate communications infrastructure for consistent and effective operations of telemedicine practice,

Conduct diagnostic assessments, crisis assessments, orders of protective custody, release from a peace officer warrant, physician-to-physician transfer, medication management assessments, and phone consultations,

Understand the acquisition of ETBHN's existing On Demand Crisis Service does not guarantee continued contract with the individual entities. It will be the discretion of each service location to consent to proposed fee schedule, any changes to fee schedule, and or rate.

IV. RFP Timeline

RFP Distribution: February 2, 2024

Questions Due: February 16, 2024

NOTE 1: Every effort will be made to answer questions within two (2) business days of receipt.

Final Response to All Questions Available: February 23, 2024

Deadline for Submission/Proposal Due: March 1, 2024

Proposal Opening: March 4, 2024. Proposal Opening will be held the following business day after receipt of Proposals at 10:00am, at ETBHN/BURKE Central Administration.

Staff Recommendation submitted to Regional Oversight Committee: March 11, 2024

Anticipated Award Date: Upon recommendation and Board approval

East Texas Behavioral Healthcare Network (ETBHN) is subject to and complies with the Texas Public Information Act, Chapter 552 of the Texas Government Code therefore following Contract award, the contents of all proposals may be made available upon written request. Therefore, any information contained in the proposal that is deemed to be proprietary in nature must clearly be so designated in the proposal. Such information may still be subject to disclosure under the Public Information Act depending on opinions from the Attorney General's office.

APPEALS and/or PROTEST. Any Responder's wishing to protest or appeal the selection process must do so within 7 days of the proposal award. Protest or appeals must clearly state with specificity the grounds upon which the award selection is being challenged. Send via certified mail to:

ETBHN

Attn: Pamela Daniel

Address: 2001 S. Medford Drive, Lufkin, TX 75901

V. PROPOSAL SUBMISSION INSTRUCTIONS

1. All Proposals must be submitted via email:
email: rfp@etbhn.org
subject: **RFP #CS022024**
2. Content, exhibits, and attachments must be in M.S. Word, M.S. Excel, or Adobe PDF.
3. Proposals and all questions should be in writing via email to: (Vendors **may not** contact other members of the ETBHN's workforce or Contracting service location's workforce without prior approval of Telemedicine Manager or ETBHN Director.)
Telemedicine Manager: Pamela Daniel, pamelad@etbhn.org
4. In the subject line of your proposal submission email include:
RFP #CS022024
5. Proposals must be signed electronically by an individual legally authorized to commit to the terms of this RFP and responses therein. *Proposals received unsigned will be deemed non-responsive and therefore will not be accepted.*
6. Proposals will not be opened until after the submission deadline.
7. Proposals must remain valid for acceptance for four (4) months post the proposal submission deadline.
8. Proposals or modifications received after the deadline for submission will not be considered.
9. All statements made in the proposal will be considered final, and, if the proposal is accepted, will be used as the basis of the agreement.
10. Submitted proposals become the property of ETBHN and will not be returned to the responder. Responder agrees that ETBHN has the right to use, reproduce and distribute copies of and to disclose to ETBHN employees, agents, contractors, and other governmental entities all or part of the proposal, as ETBHN deems appropriate to complete the solicitation process, comply with state, or federal laws and regulations.
11. Each proposal **MUST** follow the format for document submission presented in this RFP.

VI. GENERAL INSTRUCTIONS AND CONDITIONS

1. **Late Proposal:** Proposals received after the submission deadline shall be discarded unopened and shall be considered void and unacceptable. ETBHN will determine the official time of receipt of the RFP by using the time/date of receipt of the RFP shown on received email. Proposals sent via any method other than electronic mail as described in this RFP will not be accepted. Proposals received after the Proposal Submission Deadline will not be considered.
2. **Ethics:** Responders shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, Trustee, official or agent of ETBHN.
3. **Acceptance/Rejection of Proposals:** It is understood that ETBHN reserves the right to accept or reject any and/or all proposals for any or all services covered in this solicitation and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of ETBHN.
4. **Modifications:** ETBHN reserves the right to modify the general description and scope of services, by issuing a written addendum of any such modifications.
5. **Addenda:** Any interpretations, corrections or changes to this RFP and specifications shall be made by written addenda. Sole issuing authority of addenda shall be vested in ETBHN's General Counsel. Addenda shall be mailed to all who are known to have received a copy of the Request for Proposal. All such addenda become, upon issuance, an inseparable part of the specifications which must be met for the offer to be considered. All responding Responders shall acknowledge receipt of all addenda.
6. **Altering Proposals:** Any corrections, deletions, or additions to offers may be made prior to closing date and time of the solicitation. No mailed, oral, telephone, telegraphic, or fax, corrections, deletions, or additions shall be accepted. The Responder shall submit substitute pages with a letter documenting the changes and the specific pages for substitution via email, rfp@etbhn.org. Subject of email should be #CS012024, then include any of the following descriptions that apply: corrections, deletions, or additions. The signatures on the form and letter must be original and of equal authority as the signatures on the offer.
7. **Withdrawal of Proposals:** A proposal shall not be withdrawn or canceled by the Responder unless the Responder submits a letter prior to the closing date. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the initial offer.
8. **Proposals Shall Be** received and publicly acknowledged at the location, date and time stated within Section V. Responders, their representatives and interested persons may be present. The proposal shall be received and acknowledged only so as to avoid disclosure of the contents to competing Responders and kept confidential during negotiations.

However, all proposals shall be open for public inspection after the contract is awarded and written notification is sent to both successful and unsuccessful Responders, except for trade secrets and confidential information contained in the proposal and identified by the Responders as such. Such information may still be subject to disclosure under the Public Information Act

based on the Texas Attorney General opinions and on steps taken by the Responder to protect the information outside the scope of the RFP process.

9. Sales Tax: ETBHN is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal shall not include taxes.

10. Proposals Must Comply with all federal, state, county and local laws. All services must be in compliance with federal, state, county and local rules, codes, regulations, laws, and executive orders.

11. Responders Shall Provide with this proposal response, all documentation required by this RFP. Failure to provide this information may result in rejection of proposal. There is no expressed or implied obligation for ETBHN to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and ETBHN will not reimburse responders for these expenses, nor will the ETBHN pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

1. Title page. Title page should include the RFP # and title/subject. The Responder's name, address, and name and telephone number of a contact person; and the date of the proposal transmitted.
2. Submission/Transmission Letter. A letter of understanding by the person or officer of the Responder entity that is authorized to enter into a contractual agreement on behalf of Responder indicating acceptance and commitment to the work to be done as well as a succinct statement as to why the Responder believes itself is the best qualified.
3. Detail Proposal. Required document and detail as specified in section VII.
4. References. Submit as specified in Section VI.15 of this document.
5. Responder's contact. Include the name of the designated individual(s), along with respective telephone numbers, who will be responsible for answering technical and contractual questions with respect to the Proposal.

12. Exceptions/Substitutions: All proposals meeting the intent of this Request for Proposal shall be considered for award. Responders taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Responder has not taken exceptions and ETBHN shall hold the resultant Contractor responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. ETBHN reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of ETBHN.

13. Historically Underutilized Business (HUB) And Minority Owned Businesses (M/W/DBES): Historically Underutilized Business and/or Minority/Women/Disadvantaged

Business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race color, creed, sex, or national origin in consideration for an award. The ETBHN shall make a good faith effort to utilize HUBs or M/W/DBEs in contracts for construction, services including professional and consulting, and commodities. Please submit HUB state certificate and/or City M/W/DBE certificate.

14. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only best practices of quality services will prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. References: ETBHN requests Responder to supply, with this RFP, a list of at least three (3) references where same or similar services have been provided by their organization. Include name, contact name, address, telephone number and description of services provided for each reference.

16. Minimum Standards for Responsible Prospective Responders: A prospective Responder must affirmatively demonstrate Responder's responsibility. A prospective Responder must meet the following minimum requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required.
2. Be able to comply with the required or proposed performance schedule.
3. Have a satisfactory record of performance.
4. Have a satisfactory record of integrity and ethics.
5. Be qualified and eligible to receive an award.

ETBHN may request representation and other information sufficient to determine Responder's ability to meet these minimum standards listed above and any other required documentation.

ETBHN reserves the right to negotiate with Responders determined to have a reasonable chance of being selected. All such Responders shall be afforded fair and equal treatment with respect to such negotiations, and no such Responder shall be given information that would give that Responder a competitive advantage over any other.

17. Non-Discrimination Policy: The ETBHN does not discriminate against any individual or vendor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract in any way which would deprive or tend to deprive any individual or company of business opportunities or otherwise adversely affect status as a vendor because of race, color, religion, sex, national origin, age, disability, or political affiliation

18. Limitations: Any Responder currently held in abeyance from or barred from the award of a Federal or State contract may not contract with ETBHN.

19. Consideration: For an offer to be considered, the Responder must meet ETBHN's requirements, demonstrate the ability to perform successfully and responsibly under the terms of

the prospective contract, and submit the completed offer according to the time frames, procedures, and forms stipulated by ETBHN.

20. Contract: In the event Responder and ETBHN are satisfied with the proposal submission and its conditions in its entirety and no modification or negotiations are warranted, the submitted proposal shall serve as a legal and binding agreement. In the event modification is necessary, a sample contract containing the major provisions of Responder's anticipated agreement subject to refinement and negotiation can be obtained upon request to, Pamela Daniel.

21. Termination of Contract: ETBHN reserves the right to terminate any resulting contract with thirty (30) days written notice.

22. Conflict of Interest: No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C., Chapter 171. Additionally, no contractor who develops or drafts specifications, requirements, statements of work and/or procurement documents will bid or submit a proposal for award.

23. Successful Responder Shall defend, indemnify and save harmless ETBHN or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.

24. Notice: Any notice provided by this proposal (or required by Law) to be given to the successful Responder by ETBHN shall be deemed to have been given and received on the next day after such written notice has been deposited in the US mail by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Responder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

25. Contract Monitor: ETBHN shall appoint a contract monitor with designated responsibility to ensure compliance with contract requirements. The contract monitor will serve as liaison between the ETBHN and the successful Responder.

26. Invoices shall show all information as required and shall be mailed directly to Pamela Daniel, Telemedicine Manager, 2001 S. Medford Drive, Lufkin, TX 75901.

27. Payment shall be made upon receipt of valid invoice and approval by ETBHN of all completed and authorized services as set out in the contract entered into by ETBHN and successful Responder. To ensure prompt payment, invoices shall have a purchase order number, description of service provided, unit and total price, any discount terms as well as vendor's name and address.

28. Assignment: The successful Responder shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of ETBHN.

29. Order of Precedence: Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order.

- A. Request for Proposal Instructions and Conditions
- B. Proposal Documents and Procedures, if any.
- C. Other documents, exhibits and attachments

30. Applicable Law and Venue: The contract issued by way of this RFP shall be governed, construed and interpreted under the laws of the State of Texas. Venue for any litigation arising under the contract shall lie in Angelina County, Texas.

31. Advertising: Vendor shall not advertise or publish without ETBHN's prior written consent the fact that ETBHN has entered into a contract, except to the extent necessary to comply with proper requests of information from an authorized representative of the federal, state or local government. Vendor is prohibited from using contract award information, sales/values/volumes in sales brochures or other promotions, including press releases, unless prior written consent is obtained from ETBHN.

32. Business Associate: The selected vendor agrees that they may be a Business Associate as that term is defined under 45 CFR 164.502(e), 164.504(e), 164.532(d) and (e), and as such, will execute a Business Associate Agreement with ETBHN concurrent with the execution of any contract or agreement for services.

33. Termination and Funding: Should the vendor not meet the requirements of the contract, ETBHN may terminate the contract within thirty (30) days with written notice. In this case, ETBHN may award the remainder of the contract to the next best vendor.

This agreement is made contingent upon the continuation of federally funded programs, or the continued availability of state or local funds to cover the full term and cost. This agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated or are discontinued. In this instance, ETBHN may cancel this contract by giving thirty (30) days written notice to the vendor.

34. Insurance: Successful Responder shall maintain, at all times during its performance under the Contract, insurance coverage in not less than the following amounts per policy year:

General Liability: Two million dollars (\$2,000,000) per claim
Three million dollars (\$3,000,000) aggregate of all claims

General Liability policy shall also include a waiver of subrogation in favor of ETBHN.

Automobile Liability: If a Successful Responder-owned vehicle is used in the provision of goods/services pursuant to a Contract, Successful Responder must maintain automobile liability insurance coverage in the amount of at least one million dollars (\$1,000,000) combined single limit, with hired and non-owned coverage included.

If a vehicle not owned by the Successful Responder is used in the provision of goods/services pursuant to a Contract, the owner of such vehicle must maintain State of Texas required basic vehicle insurance coverage at all times.

Worker's Compensation: Must meet statutory limits. Worker's Compensation policies shall also include a waiver of subrogation in favor of ETBHN.

Employer Liability: One million dollars (\$1,000,000) per accident
One million dollars (\$1,000,000) per disease per employee
One million dollars (\$1,000,000) disease policy limit

Cyber Liability: Coverage to include defense for liability from copyright infringement and loss of income.

And such other insurance coverage, each to the extent required and in such amounts as may be reasonably required by ETBHN or as may otherwise be required by applicable law.

Successful Responder is responsible for obtaining and maintaining any riders or other documents necessary to ensure that the coverage described above includes the Services. A legally qualified insurance company acceptable to ETBHN must underwrite all insurance coverage listed above. Each policy evidencing such coverage shall name ETBHN as an additional insured on that policy (but specifically excluding policies of personal automobile liability), and shall contain a provision (to the extent legally permitted) that the insurance company shall give ETBHN as a certificate holder thirty (30) days written notice in advance of (a) any cancellation or non-renewal of the policy, (b) any reduction in the policy amount, (c) any deletion of additional insureds, or (d) any other material modification of the policy. Successful Responder will name ETBHN as additional insured on each policy within 14 days of being awarded a Contract by ETBHN.

35. **Criminal and Background Checks:** Successful Responder(s) must ensure that no person will provide Services under a Contract with the ETBHN if that person has been convicted of any of the offenses listed in the Texas Health and Safety Code, Section 250.006(a).

36. **Eligibility to work in the United States:** Successful Responder(s) shall ensure that it and each person who provides services under a Contract is eligible to work in the United States at the time he/she provides Services, and shall document such eligibility using USCIS Form I-9 for all such persons and maintain such documentation for at least six (6) years after the Contract ends, and make such documentation available to ETBHN upon request.

VII. REQUIRED DOCUMENTATION AND PROCEDURES FOR SUBMITTING PROPOSAL

Each proposal response must include the following items:

1. Title Page - Title page must show the RFP # and subject; the vendor's name; the name, address, and telephone number of a contact person; and the date of the proposal.

2. Responder shall respond to each of the following items completely by restating each exactly as written and then providing a response.
 - i. Provide the name, legal status (e.g. nonprofit, sole proprietorship, partnership, corporation, etc.), address and contact telephone number of Responder. Provide the name of all persons owning a 5% or more interest in Responder's business.
 - ii. Include a copy of Responder's financial statements (including balance sheets) from the past three (3) years.
 - iii. Does Responder meet the requirements for qualification as a Historically Underutilized Business ("HUB") per Section 2161.001(2) of the Texas Government Code? Attach a copy of any current HUB certificate to this Proposal.
 - iv. Provide a current Certificate of Account Status from the Texas Secretary of State which shows that Responder is in good standing or that it is exempt from the state franchise tax.
 - v. Provide copies of Responder's current insurance coverage, with coverage to be at minimum those amounts described in the "Insurance" portion of the "Conditions" section, above.
 - vi. Provide copies of any and all of Responder's required federal, state, and/or local licenses and/or certifications required with respect to the Services.
 - vii. State whether Responder is currently on or has ever been placed on vendor hold by any agency or business. If "yes", provide pertinent dates and a detailed explanation.
 - viii. State whether Responder is currently or has ever been a defendant or party to a lawsuit. If "yes", provide the cause number, names of parties, name of the court in which the lawsuit was filed, pertinent dates and a detailed explanation of the nature of the lawsuit and the ultimate disposition of the lawsuit.
 - ix. State whether Responder is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
 - x. State whether Responder is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
 - xi. Provide the names, telephone numbers, and addresses of at least three business references for whom Responder provides services in Texas that are similar to the Services or provides similar services at a community ETBHN in Texas.
3. **Ability to perform Scope of Work:** Responder shall respond to each of the following items completely by restating each exactly as written and then providing a response.

- i. Describe background of Responder and support personnel, including length of time working in Responder's capacity.
 - ii. State relevant experience of Responder as it relates to the scope of services.
 - iii. Provide detail of experience providing emergency telemedicine services to other Texas Community Mental Health Centers.
 - v. Describe your ability to respond for urgent evaluations, or shift assignment as managed by a Psychiatrist or Advanced Nurse Practitioner/Physician Assistant.
 - vi. Provide list of Electronic Health Records your prescribers are familiar with?
 - vii. Describe your business continuity, disaster recovery capabilities, and back-up procedures for the scope of work presented here.
 - viii. Provide detail of preferred timeframe and requirements for implementation.
 - ix. Describe Customer Service Department/ 24-hour helpdesk that has experienced/ dedicated service representative's capabilities.
 - x. Provider policy and procedures that meet and comply with all applicable laws and regulatory criteria for the provision of telemedicine services in the State of Texas (Texas license is required).
4. Transmittal Letter - Submit a signed letter briefly addressing your understanding of the work to be done, the commitment to do the work detailed within this RFP and a statement explaining why the vendor believes itself to be best qualified to do the required work.
 5. Pricing - Please see Exhibit A. Prices for indirect costs must also be listed. ETBHN will not accept or agree to any indirect costs not included in Responder's proposal. ETBHN reserves the right to negotiate all pricing prior to the award of the contract.
 6. Responder's Representative - Include the name and title of the designated individual(s), along with respective telephone number(s) and email address(es), who will be responsible for answering technical and contractual questions regarding the proposal.
 7. Assurances and Certifications – Responder must submit the required Assurances and Certifications located in Attachment C.
 8. Additional documents to be submitted:
 - If your pricing is a government/county pricing please provide copy of your agreement with specific state, federal or local organization. (Ex: GSA, DIR, Choice Partners, National IPA, HGAC, Harris County)

VI. EVALUATION CRITERIA

ETBHN is seeking a provider who can not only fulfill the Scope of Service and Responder's Capacity guidelines but who can offer the best pricing during the designated transition period. It is our intent to minimize the financial impact on Community Centers who currently contract for this service, thus, a priority for selection will include asking responders to provide a proposed fee schedule and include the length of time this proposed fee would be in effect. Please review Exhibit A.

ETBHN reserves the right to award contract(s) without any negotiations and reserves the right to not make an award. Responders are encouraged to provide their best response to the scope of work contained in the solicitation. Based upon ETBHN's evaluation of the responses to this RFP, ETBHN will determine if there is a need to request a Best and Final Offer (BAFO). A request for a BAFO will be at the sole discretion of ETBHN and will be requested in writing from the Responders determined to be within the competitive range.

6.1 EVALUATION CRITERIA. The award will be made to the Responder(s) whose offer(s) provides the best value for ETBHN and is in the ETBHN's best interest as defined in §2155.074, Gov't Code. The following criteria will be used to evaluate all proposals and determine the best value:

1. The Responder's demonstrated experience (five years or more), providing on demand telemedicine services, emergency, and acquisition of telemedicine services preferably for a community center serving those with mental illness, intellectual and developmental disabilities, and substance use disorders or for other complex entities.
2. The submitted pricing to provide the services.
3. An outline of an effective plan for implementing communication projects, including estimated timelines for various projects and time needed for meetings with ETBHN staff. Include Responder's role or each of the following phases: strategy development, initial implementation, and finalization of the project.
4. The qualifications, education, and experience of the Responder's team leader, who will have responsibility for managing the contract and being the point of contact with ETBHN, and team members who will have responsibility for carrying out tasks under the direction of the team leader.
5. The quality of references from previous or current clients. Responders must have a demonstrated track record of timely performance, quality and integrity. Client references should include contact information, including email addresses.

To ensure the relative importance of each criteria, responses will be evaluated by the following percentage:

1	Demonstrated Experience and Outcomes Measuring Quality of Work	35%
2	The Submitted Pricing to Provide the Services	35%
3	Plan Outline for Implementing Communication Projects	15%
4	The Qualifications, Education and Experience of the Team Lead and Support Team Members	10%
5	The Quality of References from Previous or Current Clients	5%
	Total	100%

ETBHN reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Responder.

ETBHN will determine whether negotiations or BAFOs are necessary and may invite selected Responders to provide in-person presentations of their proposals. Responders should be aware that sealed proposals and information regarding sealed proposals cannot and will not be disclosed to Responders or the general public prior to award of the contract(s).

6.2 RESERVATIONS OF RIGHTS. The rights of ETBHN include, but are not limited to:

1. Rejection of any and all proposals received.
2. Cancellation of the RFP at its sole discretion.
3. Suspension of the procurement process.
4. Request Responders to clarify their proposal and/or submit additional information pertaining to the proposal, including issuance of RFP addenda.

This RFP does not commit ETBHN to make an award, nor does it obligate it to pay any costs incurred by Responders in the preparation and submission of proposals in anticipation of a contract. Should an award be made, a notice of award will be issued. This award will be contingent upon the funding by the Legislature being available in each subsequent fiscal year.

VII. ASSURANCES, CERTIFICATIONS, OTHER DOCUMENTS

Attachment	A	Key Persons List
Attachment	B	Signature Page
Attachment	C	Assurances Document
Attachment	D	Conflict of Interest Questionnaire
Attachment	E	Lobbying Certification
Attachment	F	Form W-9

VIII. PERFORMANCE STANDARDS AND COMPLIANCE

1. Successful responder's goods and/or services will be of a standard quality and level of professionalism expected of those businesses engaged in the delivery of similar goods

and/or services. The methods and means employed in the delivery of the Services must be of a standard that will withstand both public and private scrutiny, and be in compliance with all applicable laws, statutes, regulations and ordinances as may be amended from time to time including, but not limited to, the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

2. Successful responders will ensure that no person, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, genetic characteristics, age, disability, or political affiliation will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any applicable law or regulation, or under any of the policies of the Texas Health and Human Services Commission or its related agencies (collectively, "HHSC") or ETBHN.
3. ETBHN reserves the right to retain all performance by any successful responder, and to recover all consideration paid to any Successful Responder pursuant to a Contract thus permitting forfeiture of such Contract, in the event that Responder (a) was doing business at the time of submitting the Proposal or had done business during the 365 day period immediately prior to the date on which the Proposal was due with an undisclosed key person, (b) does business with a key person after the date on which the Proposal is due and prior to full performance of the Contract and fails to disclose the name of any such key person in writing to ETBHN prior to commencing business with such key person, or (c) fails to submit a completed Form CIQ (see Attachment B) if required to do so by Chapter 176 of the Texas Local Government Code. A Key Persons List is attached to this RFP as Attachment A.
4. Successful responders shall perform assigned work in a prompt, efficient, and professional manner. If a Successful Responder cannot provide the Services within the Contract requirements, ETBHN reserves the right to solicit and/or procure any or all such Services outside the contract and/or terminate the contract.
5. Successful responders will provide at its sole cost all necessary supplies, equipment, software, technology support and other items in order to perform the services properly as defined in the contract.
6. Any contract may be terminated for any reason or without cause by ETBHN by submission of written notice of at least 30 days.
7. Successful responders must have and maintain, at all times during, the existence of any Contract any and all required federal, state, and/or local licenses with respect to the Services covered by the Proposal.

ATTACHMENT A

ETBHN Key Persons List		
Board of Trustee Members	Title	Address
Melanie Taylor	Regional Oversight Committee (ROC) Chair	2001 South Medford Dr. Lufkin, TX 75901
Evan Roberson	ROC Vice Chair	233 Sgt. Ed Holcomb Boulevard South, Conroe, Texas 77304
Holly Borel	ROC Secretary	655 South 8th Street, Beaumont, Texas 77701
Ted Debbs	ROC Member	1011 College Avenue, Jacksonville, Texas 75766
Lynn Rutland	ROC Member	2323 West Front Street, Tyler, Texas 75702
Andrea Richardson	ROC Member	1009 North Georgetown Street, Round Rock, Texas 78664
Inman White	ROC Member	107 Woodbine Place, Longview, Texas 75601
Jeffrey Tunnel	ROC Member	6502 Nursery Drive, Suite 100, Victoria, Texas 77904
Felicia Jeffery	ROC Member	1000 Emmett F Lowry, Suite 1220, Texas City, Texas 77591
John Delaney	ROC Member	400 Airport Road, Terrell, Texas 75160
Coke Beatty	ROC Member	2101 West Pearl Street, Granbury, Texas 76048
Executive Management	Title	Address
Terrie Mayfield	Director	2001 South Medford Dr. Lufkin, TX 75901
Pamela Daniel	Telemedicine Manager	2001 South Medford Dr. Lufkin, TX 75901
Laura Steelman	Financial Analyst	2001 South Medford Dr. Lufkin, TX 75901
Relevant Team	Title	Address
Cristy Gonzalez	Telemedicine Coordinator	2001 South Medford Dr. Lufkin, TX 75901
Marisa Salazar	Executive Admin Assistant	2001 South Medford Dr. Lufkin, TX 75901

**ATTACHMENT B
SIGNATURE PAGE**

The attached proposal application is being submitted in response to the RFP #CS022024. The proposal is a firm offer and shall remain an open offer, valid for one hundred twenty (120) days from the date of this document.

ETBHN in its sole and absolute discretion shall have the right to award contracts for any or all materials listed in each proposal, shall have the right to reject any and all proposals and shall not be bound to accept the lowest proposal and shall be allowed to accept the total proposal of any one vendor.

I understand that this proposal will be reviewed and evaluated according to the procedures indicated in this RFP.

Authorized Signature	Company Name
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Typed or Printed Name	Street Address
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Title	City, State, Zip Code
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Telephone Number	Fax Number
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Email Address	
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ATTACHMENT C ASSURANCES DOCUMENT

For purposes of this *Attachment C* the term “local government officer” with respect to ETBHN means a member of ETBHN’s Board of Trustees (see *Attachment A*), ETBHN’s Chief Executive Officer (see *Attachment A*), and/or an agent of the ETBHN who exercises discretion in the planning, recommending, selecting, or contracting of the Contract (see *Attachment A*). The term “local public official” with respect to ETBHN means a member of ETBHN’s Board of Trustees (see *Attachment A*), or another ETBHN officer who exercises responsibilities beyond those that are advisory in nature (see *Attachment A*).

The term “family member” means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573 of the Texas Government Code. The term “family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Responder Assures the Following:

1. Responder has received all addenda and attachments to the RFP as distributed by ETBHN.
2. Responder will not make any attempt to induce any person or firm to submit or not submit a Proposal.
3. Responder will ensure that no person on the basis of race, color, national origin, religion, sex, age, sexual orientation, gender identity, genetic characteristics, veteran status, disability or political affiliation, will be excluded from participation in, be denied the benefits of, or be subject to discrimination with respect to any Contract, under any of the policies of HHSC or ETBHN. Responder does not discriminate in its service or employment practices on the basis of race, color, religion, sex, sexual orientation, gender identity, genetic characteristics, national origin, disability, veteran status, age or political affiliation.
4. Responder accepts the terms, conditions, criteria, and requirements set forth in the RFP.
5. Responder accepts ETBHN’s right to alter the timetables for procurement as set forth in the RFP.
6. The Proposal submitted by Responder has been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition.
7. Unless otherwise required by law, the information in the Proposal submitted by Responder has not been knowingly disclosed by Responder to any other Responder.
8. No claim will be made for payment to cover costs incurred in the preparation or the submission of the Proposal or any other associated costs.

9. The individual signing this Assurances Document is authorized to legally bind Responder.
10. Responder agrees to follow all applicable federal, state, county, and local laws, regulations, codes, standards, and all applicable ETBHN policies and procedures if chosen as the Successful Responder.
11. No employee, local government officer or any family member thereof has directly or indirectly received any gift(s) with an aggregate value of more than \$100 in the 12-month period preceding the date the local government officer becomes aware that ETBHN is considering entering into a Contract with Responder, but excluding a political contribution defined by Title 15 of the Texas Election Code, or food accepted as a guest. If responder is unable to make this affirmation, then Responder must disclose any knowledge of such interests by including a completed Form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*
12. Responder does not have a family relationship with a local government officer of ETBHN. If such family relationship exists, Responder must disclose any knowledge of such relationships by including a completed Form CIQ, a copy of which is attached to this Assurances Document with the submitted Proposal. *See Attachment A.*
13. Responder does not have any employment or business relationship with any corporation or other business entity with respect to which any local public official of ETBHN or any family member thereof serves as an employee, officer or director, or holds an ownership interest and no local public official of ETBHN or family member thereof has an employment or business relationship with Responder, or holds an ownership interest in Responder. If Responder is unable to make this affirmation, then Responder must disclose any knowledge of such relationships in a written statement included with this signed Assurances Document.
14. Responder shall disclose in a written statement included with this signed Assurances Document whether any of the directors or personnel of Responder has either been an employee or a trustee of ETBHN within the past two (2) years preceding the date of submission of the Proposal. This requirement applies to all personnel, whether or not identified as a Key Person. If such employment has existed, or any term of office been served, include in the written statement the nature and time of the affiliations as defined.
15. Responder does not have any employment or business relationship with any corporation or other business entity with respect to which any local government officer of ETBHN either serves as an employee, officer or director, or holds an ownership interest of one percent or more, and no local public official of ETBHN or family member thereof has an employment or business relationship with Responder, or holds an ownership interest in Responder. If Responder is unable to make this affirmation, then Responder must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this *Attachment C*, with the submitted Proposal. *See Attachment A.*

16. No former employee or officer of HHSC and/or ETBHN directly or indirectly aided or attempted to aid in procurement of Responder's service.
17. No local government officer or family member thereof is receiving or is likely to receive taxable income, other than investment income, from Responder. If Responder is unable to make this affirmation, then Responder must disclose any knowledge of such relationships by including a completed form CIQ, a copy of which is attached to this **Attachment C**, with the submitted Proposal. *See Attachment A.*
18. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. For purposes of the foregoing sentence, "vendor or applicant" shall mean Responder; contract, bid or application shall mean the Proposal; and "this contract" shall mean any Contract awarded to a Successful Responder pursuant to this RFP.
19. Responder is not currently held in abeyance or barred from the award of a federal or state contract.
20. Responder is currently in good standing for payment of all applicable state tax.
21. Responder is in good standing with all state and federal funding and regulatory agencies; is not currently debarred, suspended, or otherwise excluded from participation in federal, state, county or city contract or grant programs; is not delinquent on any repayment agreements; has not had a required license or certification revoked; has not had a contract terminated by HHSC; and has not voluntarily surrendered an obligation issued by HHSC or any other entity within the past three (3) years.
22. Responder agrees to provide the Services described in this RFP at the rate(s) of payment described in the Proposal.
23. Responder is a reputable company regularly engaged in providing products and/or services necessary to meet requirements, specifications, terms and conditions of the RFP.
24. Responder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP.
25. This Proposal shall remain in full force and effect until **May 1, 2024** and may be accepted by ETBHN at any time prior to this date.
26. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Responder agrees that the Contract can be terminated if the Responder knowingly or intentionally fails to comply with a requirement of that Subchapter.

The Organization or Individual named below offers and agrees to furnish all labor, materials, and services offered within the designated time frame for the amount to be agreed upon and upon conclusion of a successful contract.

Signature of Responder or Responder's Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT D
CONFLICT OF INTEREST QUESTIONNAIRE

Please retrieve CIQ Form from the following website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

(Attach completed CIQ Form as part of your proposal)

A signature is required in Box 7 regardless of any other entry on the form.

ATTACHMENT E
LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Authorized Representative

Date

Printed Name

Title

Organization

ATTACHMENT F
FORM W-9

Request for Taxpayer Identification Number and Certification

Vendors are to complete a W-9 Form and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Exhibit A

ETBHN Crisis On Demand Fee Schedule

Service	Availability	Price Range
Daytime Emergent/Urgent (New Evaluations) Evaluations	Monday – Friday, 8 AM to 5 PM	\$220 to \$270 per Evaluation
After-hours and Weekends Emergent/Urgent (New Evaluations) Evaluations	Monday – Friday, 5 PM to 8 AM Friday – Monday, 8PM to 8 AM, Holidays	\$245 to \$320 per Evaluation
Daytime Follow Up Evaluations	Monday – Friday, 8 AM to 5 PM	\$100 to \$145 per Follow Up
After-hours Follow Up Evaluations	Monday – Friday, 5 PM to 8 AM Friday – Monday, 8PM to 8 AM Holidays	\$120 to \$170 per Follow Up
Phone Consultation	24 hours, 7 days per week	\$100 to \$120 per Phone consultation

Disclaimer: The current contracts held by East Texas Behavioral HealthCare Network (ETBHN) include a 30-day cancellation clause. This clause allows either party to terminate the contract with a notice period of 30 days, for any reason. It is important for potential responders to this Request for Proposal (RFP) to be aware of this provision, as it may impact the continuity and duration of any agreements entered into as a result of this RFP.

Furthermore, ETBHN makes no guarantees regarding the volume or number of future contracts that may be awarded. The awarding of contracts will be contingent upon a variety of factors, including but not limited to the evolving needs of the communities we serve, budgetary constraints, and the overall strategic direction of ETBHN. Responders should consider this uncertainty in their proposals and planning.

Responders are advised to carefully consider these terms in the preparation of their proposals, and to structure their offerings and expectations accordingly. ETBHN is committed to transparency and clarity in its contracting processes and seeks to establish partnerships that are adaptable and resilient in the face of changing operational landscapes.